



SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**THE PURCHASE AND DELIVERY OF (1) ONE EIGHT PASSENGER
MINIVAN AND (2) TWO EIGHT PASSENGER VEHICLES FOR BEAVER
COUNTY CHILDREN AND YOUTH SERVICES**

BEAVER COUNTY COMMISSIONERS

**BEAVER COUNTY COURTHOUSE
810 THIRD STREET
BEAVER, PA 15009**

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REQUEST FOR BIDS

The Board of Commissioners of the County of Beaver, Pennsylvania, requests sealed bids for the purchase and delivery of (1) one eight passenger minivan and (2) two (8) eight passenger vehicles for Beaver County Children and Youth Services.

Bid forms and specifications may be obtained at the Beaver County Commissioners Office, situated on the First Floor, Building A, Beaver County Courthouse, 800 Third Street, Beaver, Pennsylvania 15009-2196 or by telephoning (724) 770-4408.

All bids must be submitted on bid forms provided by the County of Beaver.

Each bid submitted must be accompanied by a bid security in the form of a Certified Check, Cashiers Check, or Bid Bond in the amount of ten percent (10%) of the bid submitted, the same payable to the "County of Beaver, Pennsylvania". No bid will be considered unless it is so guaranteed. The bond face and the accompanying power of attorney must be signed and sealed in the original. Copies or facsimiles will not be accepted.

No bid or any portion thereof may be withdrawn after the bid opening date herein specified during the ensuing forty-five (45) days thereafter.

Sealed bids will be received until 4:30 P.M., MONDAY, September 16, 2013 at the office of David Rossi, Controller of the County of Beaver, First Floor, Beaver County Courthouse, Beaver, PA 15009-2196, and all bids so received shall be opened and read aloud at or about 9:00 A.M. prevailing time, on TUESDAY, September 17, 2013, at a duly convened meeting of the Board of Commissioners' Meeting Room, the aforementioned, Beaver County Courthouse. Award of bid will be determined and proclaimed in accordance with Section 1802 of "The County Code" of Pennsylvania, as amended, 16 P.S. Section 1802.

The Board of Commissioners reserves the right to reject any and all bids and to waive any informality within the bids submitted as the public interest may require.

County of Beaver
Board of Commissioners

Tony Amadio, Chairman

Joe Spanik, Commissioner

Dennis Nichols, Commissioner

INSERT DATES: September 1st and September 5th

2.0 General Specifications

COUNTY OF BEAVER
BEAVER COUNTY COURTHOUSE
BEAVER, PENNSYLVANIA 15009

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE PURCHASE OF TWO
(2) EIGHT (8) PASSENGER VEHICLES FOR CHILDREN AND YOUTH SERVICES
AND ONE (1) EIGHT (8) PASSENGER MINIVAN.

2.1 Scope of Work

The Board of Commissioners of the County of Beaver, Commonwealth of Pennsylvania, request sealed bids for the furnishing and delivery purchase of two (2) eight (8) passenger vehicles and one (1) eight (8) passenger minivan for Beaver County Children and Youth Services to be delivered in accordance with the terms and specifications described hereinafter.

2.2 Bid Forms

All bids must be submitted on the bid forms attached. All bids shall be submitted in a sealed envelope prominently marked, "Bid Proposal for The Furnishing and Delivery of (2) Eight (8) Passenger Vehicles and (1) One Eight (8) Passenger Minivan". All bids must be received and in the hands of the Controller of Beaver County, David Rossi, in the Controller's Office, First Floor, Beaver County Courthouse, Beaver, Pennsylvania 15009, by **4:30 P.M.**, prevailing time, **Monday, September 8, 2013**. All bids so returned shall be opened in public and read aloud at or about **9:00 A.M.**, prevailing time, on **Tuesday, September 10, 2013** at a duly convened meeting of the Board of Commissioners of the County of Beaver, to be held in the Commissioners Meeting Room, First Floor, Beaver County Courthouse, Beaver, Pennsylvania 15009. Award of any bid will be determined and proclaimed following the opening of bids or at a subsequent public meeting of the Board of Commissioners of Beaver County to be held within forty-five (45) days after the bid opening and for a period of forty-five (45) days thereafter. The time and place of any subsequent public meeting to determine and proclaim award of bid shall be publicly announced by the Board of Commissioners prior to adjournment of its meeting at which the bid opening shall have taken place.

2.3 Affidavit Forms

All bids must be signed by the bidder or an authorized representative. When requested, satisfactory evidence of the authority of any officer or attorney-in-fact signing in behalf of a corporation or association shall be furnished. Each bid must be accompanied by the annexed "Affidavit of Non-Collusion", the "County Affidavit" and the "Affidavit of the Worker's Compensation Act", properly executed by the aforesaid bidder or an authorized representative. Any bid not so accompanied by the affidavits shall not be considered.

2.4 Taxes

Bid prices quoted must include design, furnishing of materials, delivery and labor to install the items herein requested. All bid prices quoted for the finished project/product shall not include federal and/or state taxes. The county, being a governmental body is, by law, exempt from paying such taxes. However, the bidder is not exempt from paying any taxes on purchases made for equipment and materials required to complete the finished project/product. Therefore, on formulating a bid, the bidder should consider any taxes that may occur when purchasing equipment and/or materials for the project.

2.5 Discrepancies/Interpretations/Corrections

Should any bidder find discrepancies or omissions in the General Specifications or should any bidder be confronted with doubt as to the meaning of said General Specifications, said bidder should notify in writing, Vince LaVALLE, Central Services Director, at the Beaver County Courthouse, 810 Third Street, Beaver, PA 15009 or by telephoning (724) 770-4408. **Notifications shall be made no less than seven (7) days prior to the date set for receipt of bids.**

Interpretations and/or corrections will be made to all bidders of record in the form of an addendum to the Specifications. All addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of each contract and all bidders shall be bound by such addenda, whether or not received by the bidder.

2.6 Delivery/Installation/Exceptions Addendum

Design, delivery, furnishing and installation of the Items covered by the Specifications shall be made in the manner provided for in the detailed Specifications hereinafter set forth. In every case where the bidder cannot comply with the Specifications herein above contained and those hereinafter given in the Detailed Specifications and Agreement which follow, the bidder shall list all exceptions thereto in the Exceptions Addendum attached to the Bid Form. Unless exception is made and so taken, the bid will be received in every remaining respect as in full conformity with the Specifications hereof.

2.7 Method of Award

The County of Beaver reserves the right to accept or reject any or all bids and award a contract which is deemed to be in its best interest to the lowest qualified bidder in accordance with available funds.

2.8 Bonds

2.81 Bid Bond

Every bid shall be accompanied by a Certified Check, Cashiers Check, or Bid Bond of any surety company authorized to do business in the Commonwealth of Pennsylvania, the sum payable to the County of Beaver, in the amount of ten percent (10%) of the bid submitted, to guarantee the performance of the contract. No bid shall be considered unless so guaranteed. Every Certified Check, Cashiers Check, and Bid Bond will be held until the successful bidder has executed a written contract for the performance of the bid within ten (10) days after written notice of the award of the contract, whereupon all bid security received from all the bidders shall be returned. The Bond face and accompanying power of attorney must be signed and sealed in the original. Copies or facsimiles will not be accepted.

In the event the successful bidder shall fail to execute the Agreement attached hereto within the ten (10) day period herein above provided, a default shall thereby occur, and the County of Beaver reserves the right to retain the proceeds of the bid security accompanying the bid as fixed, agreed and liquidated damages and the further right within the forty-five (45) day period ensuing after bid opening to award the bid to the next lowest responsible bidder.

2.82 Maintenance Bond

Before execution of the Contract, the Contractor shall furnish a Maintenance Bond in an amount of ten percent (10%) of the total cost of the project as security for the faithful performance to the General Guarantee. The Maintenance Bond shall take effect on the date of formal acceptance of the completed Contract by the County of Beaver and shall be and remain in effect for a period of two (2) years from such date.

2.83 Performance Bond (A.K.A. Contract Bond)

A Performance Bond, in the amount of 100% of contract bid price, shall be required by the successful bidder before executions of the Contract. At the time set for the execution of the contract, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the full contract price, such bond to be executed by a surety company licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Law Department of the County of Beaver. The performance bond shall serve as security for the faithful performance and completion of the work in strict accordance with the contract to be executed and part thereof, according to the true intent and meaning of said contract. The premiums on said performance bond shall be paid by the successful bidder. Failure to furnish such bond at the time for execution of said contract shall result in said award being voided.

2.84 Labor and Material man's Bond (A.K.A. Payment Bond)

A Labor and Material man's Bond with good and sufficient surety or sureties for the protection of persons furnishing material and labor of the work shall be required before execution of the contract in a penal amount of one hundred percent (100%) of the contract price. The premiums on said Labor and Material man's Bond shall be paid by the successful bidder.

2.9 Statutes

Each bidder shall be required to execute the Affidavit of Non-Collusion and the Beaver County Affidavit, attached to the Bid Form. No bid shall be considered unless accompanied by such executed Affidavits.

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING FEDERAL OR STATE STATUTES MAY BE APPLICABLE FOR THIS BID. ALL BIDDERS ARE REQUIRED TO MEET THE REQUIREMENTS OF THESE STATUTES AND ANY CONTRACT SO AWARDED WILL REQUIRE COMPLIANCE WITH THESE STATUTES IF APPLICABLE: **(Additional Laws, Codes and Standards are applicable and detailed in the Detailed Specifications, attached.)**

2.91 Trade Practices Act

1. I. Trade Practices Act (71 p.s. 773.101)

2.92 Steel Products Act

2. II Steel Products Act (73 p.s. 1881)

2.93 Pennsylvania Worker's Compensation Act

3. III Pennsylvania Worker's Compensation Act (77 p.s. 1)

2.94 Pennsylvania Prevailing Wage Act

4. IV Pennsylvania Prevailing Wage Act (43 p.s. 1651)

The Minimum Wage Rates for each craft or classification of all workmen needed to perform this contract during the anticipated term thereof shall be governed by the Pennsylvania Prevailing Wage Act, approved August 15, 1961, P.L. 987, Paragraph 1, (Act No. 442). The minimum wage rates are as set forth according to the PREVAILING MINIMUM WAGE PREDETERMINATION, only when the estimated cost of the total project is in excess of \$25,000.00. Since this project is expected to exceed \$25,000.00, then it is the bidder's responsibility to include Prevailing Minimum Wage Rates for each craft or classification in his labor costs. A copy of the current Prevailing Minimum Wage Predetermination is located in the Attachments Section at the back of this bid package.

2.10 Bidder's Responsibility

Each bidder shall familiarize himself with all of the attached forms, advertisement, instructions, specifications, insurance requirements, and bonds, as he will be held responsible to full comply therewith.

The Detailed Specifications contain the detailed provisions required for the performance of the project. No information obtained from any officer, agent, or employee of the County of Beaver on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieves him from fulfilling any of the conditions of the Contract.

The County of Beaver reserves the right to waive any informalities in or reject any or all bids or accept any bid which it deems to be in its best interest. Qualifications attached to any bid or any other apparent deviations from the Specifications and may be automatic cause for immediate disqualification of any such bid received.

Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the instructions to Bidders may be rejected at the option of the County of Beaver.

2.11 Alternate Bids and Addenda

Alternate Bids, except as noted herein, will not be considered.

During the bidding period, bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the proposal and become a part of the Contract Documents. It shall be the responsibility of each bidder to make himself aware of all addenda issued prior to the bid opening.

2.12 Contract Agreement/No Lien Agreement

The successful low bidder chosen for this project will be provided with copies of the Contract Agreement and No-Lien Agreement to sign and return along with the required bonds and insurance certificate prior to execution of the contract by the Beaver County Board of Commissioners.

2.13 Beaver County Stabilization Agreement

It is the responsibility of interested bidders to read and understand the Beaver County Stabilization Agreement included in the Attachments section of this bid package. If the bidder's Base Bid Price exceeds \$50,000.00, then the bidder, including all his subcontractors, must be able to meet all of the requirements of Addendum A included in the Stabilization Agreement prior to submission of a bid for this project. If all 9 requirements cannot be met, please do not submit a bid for this project. In the event the apparent low bidder cannot provide written documented proof of compliance and qualifications to the Addendum A requirements, the County shall reject that bid and consider the next lowest bid.

3.0 Documents Supplied by Contractor/Vendor

3.1 Bid Proposal Form

BID LETTING OF SEPTEMBER 10, 2013

For: PURCHASE AND DELIVERY OF (2) TWO EIGHT PASSENGER VEHICLES AND (1) ONE EIGHT PASSENGER MINIVAN FOR CHILDREN AND YOUTH SERVICES OF BEAVER COUNTY

To: County of Beaver

Except as may be modified by the Exceptions Addendum attached hereto, the undersigned bidder proposes and agrees to furnish material and labor for execution of the following project,

\$

DATE: _____, 2009

(Telephone Number)

Bidder (Organization Name)

By _____
(Authorized Representative)

Printed Name

Address

() Bid Bond or () Certified Check in the amount of \$ _____ attached hereto.

3.2 Exceptions Addendum

The following Addendum, to be completed in full compliance with the provisions of the Specifications of this Proposal, shall constitute all the exceptions which the undersigned bidder has taken to the Specifications of this Proposal; in every other respect the bids herewith submitted are made in full conformity with the Specifications of the Proposal:

Bidder

DATED: _____, 2010

By _____
Authorized Representative

3.3 Affidavit of Non-Collusion

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF BEAVER) SS.

I, _____, being duly sworn

according to law depose and say that I am (Owner - Partner - Corporation Officer)

of _____
(Name and address of Bidder)

who submits to the Board of Commissioners of the County of Beaver and hereby declares:

1. That he has read this Bid Proposal and has abided by and agrees to the conditions herein and has carefully read and examined the Proposal and Specifications and does hereby propose to furnish all equipment and do all work required in accordance with said Proposal and Specifications to Bidders for the amount indicated in this Bid Proposal.
2. That said bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders.
3. That this proposal is genuine, and not sham or collusive, nor made in the interest of in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
4. That said bidder has not disclosed to any person, firm or corporation the terms of said proposal or the amount of the Bid Proposal named therein.
5. That this Affidavit, for and in behalf of said Bidder, has read the foregoing documents of which this affidavit is a part and that the statements and representations made are true and correct to the best of his knowledge, information and belief.

3.3 Affidavit of Non-Collusion (Continued)

I state that _____
(Name of my firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the County of Beaver in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Beaver of the true facts relating to the submission of bids for this contract.

Bidder

By _____
Authorized Representative
(CORPORATE SEAL)

Sworn to and subscribed before me

this _____ day of _____, 2010.

Notary Public

My commission expires:

3.4 Beaver County Affidavit

AS AN AUTHORIZED REPRESENTATIVE OF _____,
I DO HEREBY SWEAR AND AFFIRM THAT NEITHER _____
OR ANY OF ITS AGENTS OR EMPLOYEES HAS GIVEN OR ASSIGNED OR HAS
AGREED TO GIVE OR ASSIGN ANY AFFILIATED WORK OR AGREED TO GIVE ANY
ASSISTANCE IN RECEIVING ANY AFFILIATED WORK TO ANY OFFICER, AGENT, OR
EMPLOYEE OF BEAVER COUNTY OR TO ANY CONCERN THAT IS IN ANY WAY
AFFILIATED WITH ANY OFFICER, AGENT, OR EMPLOYEE OF BEAVER COUNTY,
WITH AN AGREEMENT OR UNDERSTANDING TO RECEIVE CONSIDERATION FOR
COUNTY BUSINESS IN CONNECTION WITH ABOVE PROJECT AND CONTRACT.

SIGNED: _____

TITLE: _____

DATE: _____

WITNESS: _____

3.5 Worker's Compensation Affidavit

ACCEPTING PROVISIONS OF THE WORKER'S COMPENSATION ACT

State of _____

SS:

County of _____

(Name of Officer, if Corporation)

(Title of Officer)

_____, being duly
(Corporation)

sworn according to law; deposes and says that he/they/it has/have accepted the provisions of
the

Worker's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its
supplements amendments, and has/have insured his/their/its liability thereunder in accordance
with the terms of said Act with _____ Company.

By _____

Signature of Officer or Agent

SWORN to and subscribe before me this
_____ day of _____, 2010.

Notary Public

My Commission Expires:

3.6 Insurance

The Contractor shall be responsible for all injury to persons, or damage to property, either directly or indirectly, that may result from his operations. The Contractor shall obtain and pay for such insurance as will protect him from claims under the Worker's Compensation Act and from any other claims to damages for personal injury, including death, or from damages to property, either real or personal, which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The Contractor shall effect and maintain the following insurance policies for the duration of this contract and any extensions thereof.

- 1 Workers' Compensation Insurance including Employer's Liability Insurance in accordance with the Pennsylvania Workers' Compensation Act.
- 2 Comprehensive General Liability Insurance, including Products/Completed Operations Liability Insurance, with a combined single limit per location of \$2,000,000.00, including bodily injury, property damage and personal injury.
- 3 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.00, including bodily injury and property damage.
- 4 Contractual Insurance

The County of Beaver shall be named as additional insured on Contractor's General Liability policy. The Contractor shall deliver to the County, before commencing work under this contract, certificates from insurance companies or their agents, certifying that such insurance is in effect and will not be cancelled during the conduct of the work, without (30) days written notice to the County. **Said certificate shall name the County of Beaver, 810 Third Street, Beaver, PA 15009, as Certificate Holder.** The Contractor shall report and pay all Old Age Benefits and Social Security Taxes and other insurance, as required by State and Federal Law.

4.0 PROJECT SPECIFICATIONS

4.1 Scope of Work

The items to be furnished under this Contract shall be in accordance with these Contract Specifications:

All items not expressly mentioned in the Detailed Specifications, but obviously necessary for the proper execution of the Contract, shall be furnished by the Contractor, as it is not the intent of these Specifications to delineate or describe every detail and feature of Items as provided by the Contract.

4.2 Location

The project location is _____

4.3 Payment

Payment shall be in accordance with the lump sum bid price and applications for payment shall be submitted to Beaver County _____ for review and approval. 100% final payment, including retainage, shall be made by the County upon satisfactory completion. The contract amount owed will be paid only after the satisfactory inspection of the final product and all services have been completed in accordance with this specification.

4.4 Schedule

The Contractor shall furnish Beaver County Emergency Services with a work schedule. The schedule shall be submitted within (10) days after the execution of the Contract.

It is hereby understood and mutually agreed by and between the Contractor and the County, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be completed in the number of days specified within the proposal. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the construction conditions prevailing in this locality.

IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County the amount of **\$500.00 per day**, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day, including Saturdays, Sundays, and Holidays, that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would sustain and said amount shall be retained from time to time by the County from current periodical estimates.

4.5 General Specifications

- The Contractor(s) shall be responsible for having their equipment comply with current OSHA regulations, and to have available all material safety data sheets that pertain to the products used.
- The Contractor(s) shall comply with all Federal and State laws as required.
- All work shall be done by skilled personnel in accordance with the best standard practice and in a manner acceptable to the County. Any work not conforming to these Specifications shall be corrected to the satisfaction of the County. Such corrections shall be made at the expense of the Contractor.
- Upon completion of the work, the area shall be left in a clean and orderly condition, and all contaminated rags and trash shall be removed.
- Upon completion of the work, the Contractor(s) are to remove all surplus materials, etc., that relate to their trade, from the premises.
- All items not expressly mentioned in the Specifications, but obviously necessary for the proper execution of the Contract, shall be furnished by the Contractor, as it is not the intent of these specifications to delineate or describe every detail and feature of Items as provided by the Contract.
- American Made Steel - The successful bidder / contractor for this project agrees to utilize "American Made Steel" products as defined in PA Act 1978-3, Steel Products Procurement Act, Section 6.
- If needed, Contractor shall call the PA One Call System at 1-800-242-1776 at least three (3) days prior to digging. Comply with the provisions of the latest Act 187 Prevention of Damage to Underground Utilities prior to construction. Consult with utility companies to resolve any problems which may created due to the location of the utilities.

5.0 ATTACHMENTS

Prevailing Minimum Wage Predetermination
Beaver County Stabilization Agreement
Subsurface Exploration Report